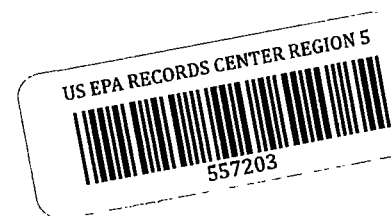


PIG'S EYE LANDFILL
RECORDS COMPILATIONS
CHICAGO, BURLINGTON, & QUINCY RAILROAD COMPANY

Page No. 1
02/24/95



DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00064	03/01/62	CBQRRRC (LESSOR)	COSTPA (LESSEE)	AGREEMENT BETWEEN CBQRRRC AND COSTPA	AN AGREEMENT IN WHICH CBQRRRC LEASES LAND TO COSTPA IN ORDER FOR COSTPA TO CONDUCT SANITARY LANDFILL OPERATIONS FOR NO FEE. THE AGREEMENT LISTS TEN CONDITIONS THAT COSTPA MUST FOLLOW AND THE DOCUMENT ALSO INCLUDES A MAP OF THE PROPERTY DISCUSSED.	COSTPA, CBQRRRC
00078	04/12/62	COSTPA (PERMITOR)		COSTPA COUNSEL RESOLUTION	A COSTPA COUNSEL RESOLUTION IN WHICH COSTPA OFFICERS AUTHORIZE A CONTRACT WITH CBQRRRC. THE DOCUMENT STATES A PLAN IS ATTACHED; HOWEVER, IT IS NOT INCLUDED WITH THE DOCUMENT.	COSTPA, CBQRRRC
00096	09/25/62	EUGENE V. AVERY, COSTPA	JOSEPH J. MITCHELL, COSTPA	COSTPA AND CBQRRRC SUPPLEMENTAL AGREEMENT	A COVERLETTER FOR A SUPPLEMENT TO A LEASE DATED 03/01/62. THE COVERLETTER STATES THE ATTACHED SUPPLEMENT COVERS CERTAIN LEASING OF LANDS FOR DUMP PURPOSES. THE LEASE SUPPLEMENT COVERS THE USE OF CBQRRRC'S LAND BY COSTPA TO CONDUCT SANITARY LANDFILL OPERATIONS. THE SUPPLEMENT IS ADDING PROPERTY TO BE LEASED TO THE LEASE DATED 03/01/62.	COSTPA, CBQRRRC
00100	10/08/62	EUGENE V. AVERY, COSTPA	JOSEPH J. MITCHELL, COSTPA	COVERLETTER	A COVERLETTER WHICH STATES AN EXECUTED AGREEMENT BETWEEN COSTPA AND CBQRRRC DATED 03/01/62 REGARDING THE COSTPA'S INTEREST IN CBQRRRC'S PROPERTY FOR USE AS A SANITARY LANDFILL, AS ATTACHED; HOWEVER, THE ATTACHMENT IS NOT INCLUDED WITH THE DOCUMENT.	COSTPA, CBQRRRC

PIG'S EYE LANDFILL
RECORDS COMPILATIONS
CHICAGO, BURLINGTON, & QUINCY RAILROAD COMPANY

Page No. 2
02/24/95

DCN	DATE	AUTHOR	RECIPIENT	TITLE	SUMMARY	PRPS
00923	09/30/74	LAURENCE D. COHEN, COSTPA	CBQRRRC	LETTER REGARDING TERMINATION OF COSTPA AND CBQRRRC	A 30 DAYS NOTICE TO CBQRRRC THAT COSTPA WISHES TO TERMINATE THE AGREEMENT OF 03/01/62.	COSTPA, CBQRRRC
02452				NOTES ON PIG'S EYE LANDFILL RENT	STATEMENT REGARDING CMSPRC PIG'S EYE RENT ARE NOT DATED OR LABELLED WITH THE NAME OF THE AUTHOR. THE STATESMENTS DESCRIBE THE CONTENT OF OTHER DOCUMENTS RELATING TO THE LANDFILL RENT, INCLUDING LEASE TERMINATION LETTERS.	CMSPRC, MNDCON, PORTAU, CBQRRRC, COSTPA

THIS AGREEMENT, made this First day of March, 1962, between Chicago, Burlington & Quincy Railroad Company, an Illinois corporation, hereinafter called the Lessor, and the City of St. Paul, Minnesota, a municipal corporation, hereinafter called the Lessee.

WITNESSETH:

WHEREAS, the Lessor is the owner of land located at Daytons Bluff, Minnesota, shown outlined in green on Plan No. 109808-A dated January 10, 1962, revised February 7, 1962, hereto attached and made a part hereof; and

WHEREAS, the Lessee desires the right to conduct a sanitary land fill operation on said land outlined in green, which the Lessor is willing to grant upon the terms and conditions hereinafter set forth.

Now, therefore, in consideration of the covenants and agreements hereinafter set forth, the Lessor hereby leases to the Lessee, and its licensees and permittees, said land, outlined in green on attached blueprint, for the sole and only purpose of conducting a sanitary land fill operation.

TO HAVE AND TO HOLD the same from March 1, 1962, until such time as this lease shall be terminated as hereinafter provided; and the Lessee, in consideration of the leasing of said premises, covenants and agrees to pay to the Lessor as rent for the same the sum of One and No/100 Dollars (\$1.00) per annum, the receipt of which is hereby acknowledged.

1. The Lessee shall fill in said land to an elevation of adjoining property as shall from time to time be designated by the Superintendent of Terminals of the Lessor, at Daytons Bluff, Minnesota, and shall, as far as practicable, deposit materials at such places as may be designated by said Superintendent. The Lessee shall also make, at its expense, such provision for drainage as designated and approved by said Superintendent.

~~and~~ said dumping operations shall be carried on expeditiously and in a workmanlike manner from the date of this agreement. Said sanitary land fill operation shall include only the dumping of rubbish, refuse, and other materials, excepting garbage and putrescible materials, and shall be compacted with bulldozers and covered with suitable noncombustible materials to insure reasonable compaction at the end of each day's operation covering use of said premises, to the satisfaction of the Superintendent of the Lessor. Lessee agrees to

place a dirt cover over said premises satisfactory to said Superintendent before termination of this agreement as hereinafter provided.

3. The Lessee shall comply with all applicable laws, rules or regulations of any public body having jurisdiction, insofar as its use of the premises is concerned and shall save harmless the Lessor from all fines, penalties or claims arising as a result of its failure so to do.

4. It is further agreed that either party may terminate this lease at any time upon giving the other party not less than thirty (30) days' written notice of such termination.

5. Lessee shall post the property and shall cause its watchman to make daily inspection trips over the leased premises and to keep trespassers and other unauthorized persons off said premises so far as he is able to do so.

6. If at any time during the continuance of this agreement the Lessor shall desire to use for railroad or industrial purposes any portion of the unfilled land covered by this agreement, it shall, upon service of written notice to the Lessee, have the right to withdraw said land from this agreement and lease.

7. The Lessee hereby agrees to protect, indemnify and save harmless the Lessor from any and all claims and demands of every nature and description, for the death of or injury to the person, or damage to the property, of any person or persons whomsoever, arising from or growing out of the dumping operations provided for herein, or any of the work done incident thereto or in connection therewith, or out of the presence of the agents, employees or servants of the Lessee or of any other person or persons other than employees of the Lessor on or about the said premises.

8. Any notice required to be given to the Lessee under this agreement shall be sufficient if sent by U. S. Mail, addressed to its Mayor and any notice required to be given to the Lessor under this agreement shall be sufficient if sent by U. S. Mail to the Superintendent of Terminals of the Lessor at Dayton's Bluff, Minnesota.

9. If at any time either of the parties hereto shall fail or refuse to comply with any of the terms of this agreement, the other party hereto shall have the right to terminate this agreement by giving ten (10) days' notice in writing to the party chargeable

with such failure or refusal.

10. This lease shall not be assigned by operation of law or otherwise, nor shall said premises, nor any part thereof, be sublet, nor shall the Lessee consent that the same be used or occupied by any party other than the Lessee, without the prior written consent of the Lessor. If any of the foregoing conditions are violated, all of the provisions of this lease shall be binding upon such assignee, sublessee, user, or occupant, and the Lessee hereby guarantees the performance of all such provisions by any such assignee, sublessee, user or occupant. Nothing in the last above sentence shall be deemed to be a waiver by the Lessor of the restriction set forth in the first sentence of this paragraph. The provisions of this paragraph constitute a part of the consideration without which this lease would not have been made, and said provisions, and each of them, shall run with the land hereby leased.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

Form approved: CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

Law Department

By

J.B. Field
General Land Agent

CITY OF ST. PAUL, MINNESOTA

Approved as to form

Raymond E. Sloan
General Attorney

ATTEST:

By

Agnes H. O'Connell
City Clerk

Wes. J. Linn
Mayor

Countersigned this 29 day of Oct, 1962

Joe M. Smith
City Comptroller

Approved as to form

D. J. Linn
Asst. Corporation Counsel

By

William Linn
Commissioner of Public Works

Approved as to form and execution
this 29 day of Oct, 1962

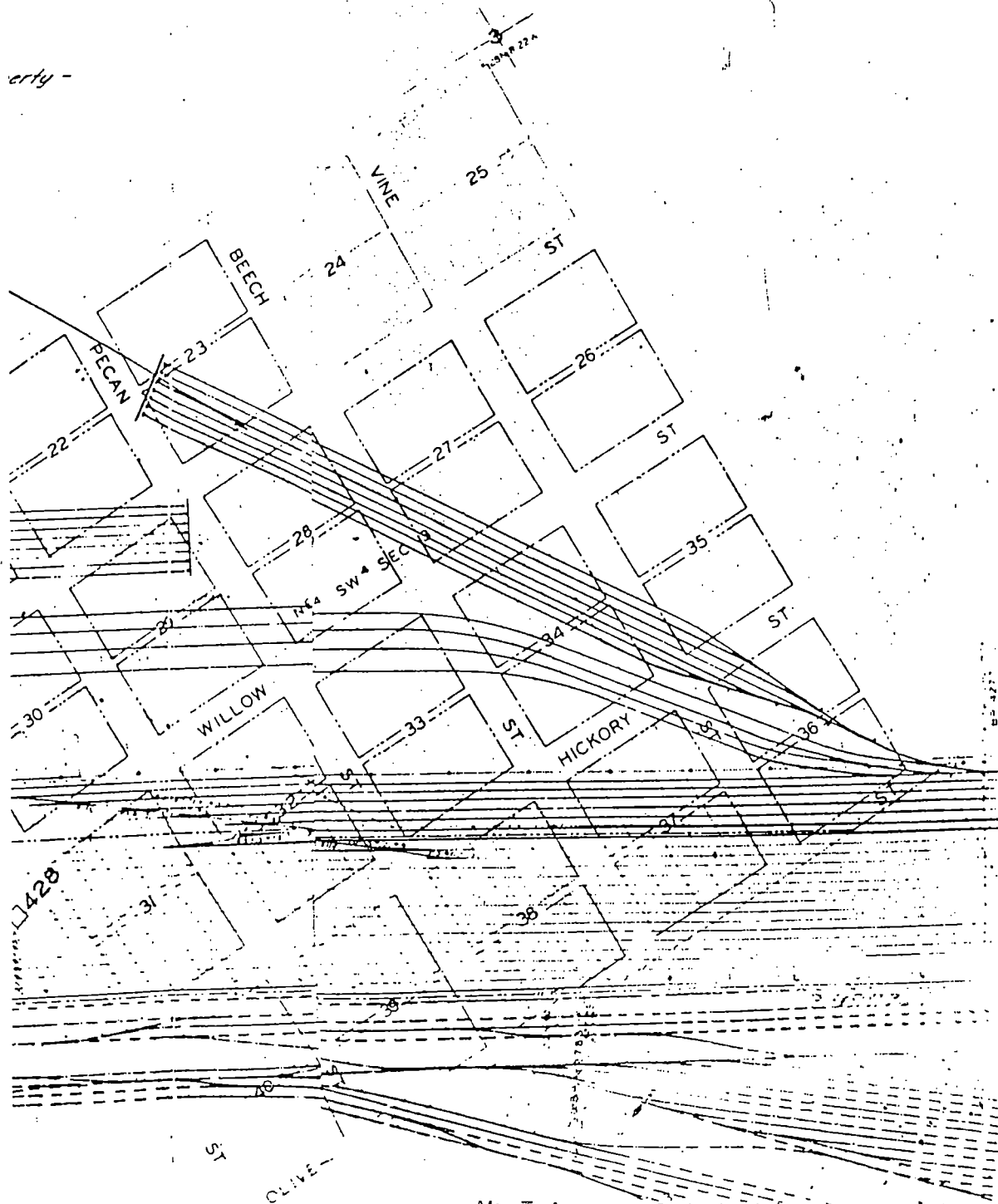
D. J. Linn
Asst. Corporation Counsel

Original of this instrument fully
executed and approved on file in
Real Estate and Tax Department.

00057



erty -



Map To Accompany Contract Dated

C. B. & Q. R. R. CO.
Aurora Division
LaCrosse Lines

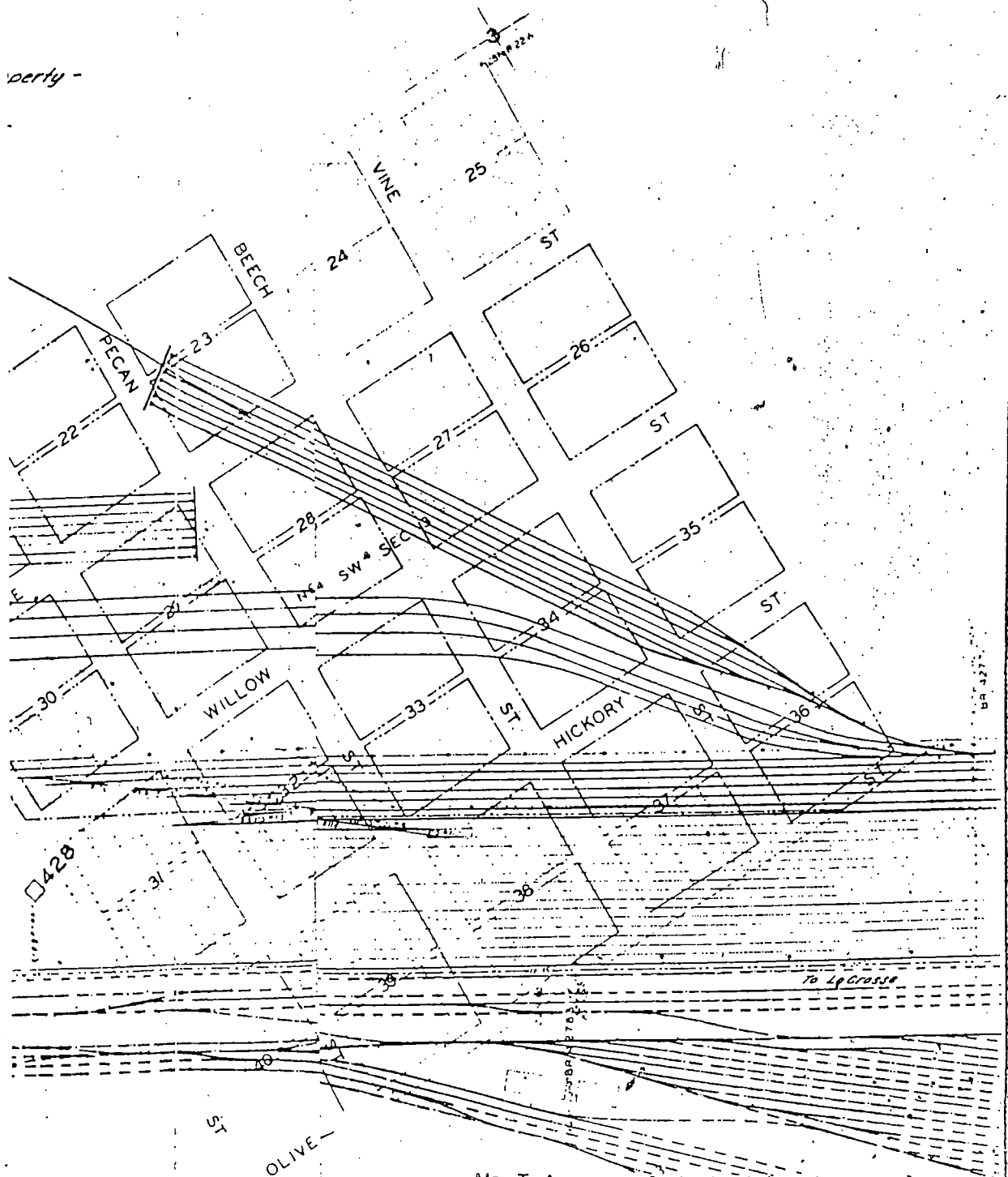
C.B.&Q.R.R. Property in the vicinity of Round House, Dayton's Bluff, Minn. where sanitary fill is to be placed.

Chicago, Ill.

Jan. 10, 1962
REV. 2-7-62

Plan 109808 A Scale 1"-200'

File 1787



C. B. & Q. R. R. CO.
Aurora Division
LaCrosse Lines

C.B.&Q.R.R. Property in the vicinity of Round House,
Daytons Bluff, Minn. where sanitary fill is to be placed.

Chicago, Ill.

Jan. 10, 1962
REV. 2-7-62

Plan 109808 A Scale 1"=200'

File 1787

CITY OF ST. PAUL
OFFICE OF THE CITY CLERK
COUNCIL RESOLUTION—GENERAL FORM

COUNCIL
FILE

NO. 2111

PRESENTED BY
COMMISSIONER

DATE

RESOLVED, that the City of Saint Paul enter into the attached contract leasing certain property of the Chicago, Burlington & Quincy Railroad Company, as outlined in green on the attached Plan, under the terms set out in said contract, and that the proper City officers are hereby authorized to execute same.

Agmt

COUNCILMEN

Adopted by the Council APR 12 1962 19__

Yeas Nays

DeCourcy

Holland

Loss

Mortinson

Peterson

Rosen

Mr. President, Vavoulis

____ In Favor

____ Against

Approved APR 12 1962 19__

____ Mayor

Capital of Minnesota

DEPARTMENT OF PUBLIC WORKS

234 City Hall & Court House (2)

MILTON ROSEN

Commissioner

WILLIAM P. BEHRENS

Deputy Commissioner

22

J. M. COTTER
SUPERINTENDENT OF SANITATION

September 25, 1962

*Called
rec'd
10/1/62
Lease 206773*

Mr. Joseph J. Mitchell
City Comptroller
City of Saint Paul

Dear Sir:

Transmitted herewith for your files is a duplicate original of a letter agreement dated September 11, 1962, issued in favor of the City of St. Paul, Minnesota, covering Lease 251.5, dated March 1, 1962. This is a supplement to the aforesaid lease covering certain leasing of lands for dump purposes.

Yours very truly,

Eugene V. Avery

Eugene V. Avery
Chief Engineer

EVA/jv
Attach: 1
cc: Clyde Tester

*615 to file
with Agmt
9-26-62*

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY



547 WEST JACKSON BLVD. CHICAGO 6, ILLINOIS
WABASH 2-2345

00097
LESSEE'S COPY
251.5

J. B. FIELD
GENERAL LAND AGENT

LAND AND TAX DEPARTMENT

J. P. REEDY
GENERAL TAX AGENT

September 11, 1962

City of St. Paul, Minnesota
St. Paul, Minnesota

Gentlemen:

This refers to lease dated March 1, 1962, issued the City of St. Paul, Minnesota, covering use of Chicago, Burlington & Quincy Railroad Company's land at Dayton's Bluff, Minnesota, as indicated in green on Plan No. 109808-A attached to said lease and made a part thereof, on which to conduct a sanitary land fill operation.

Whereas, the Railroad Company has filed a petition for the vacation of certain streets and alleys in the Lower St. Paul Sub-Division which abut upon the property leased to the City pursuant to said lease, and whereas the parties desire to include said portions of said streets and alleys within said lease;

Now, therefore, it is agreed, effective upon the vacation of such streets and alleys, that the following portions thereof shall be included the leased premises and subject to the terms of said lease, to wit:

- (1) Minnesota Street between the north line of Maple Street and the south line of Bluff Street;
- (2) Cedar Street between the north line of Maple Street and the south line of Bluff Street;
- (3) Pine Street between the north line of Elm Street and the south line of the alley in Block 1, Lower St. Paul, extended westerly across Pine Street;
- (4) Maple Street between the east line of Cedar Street and the west line of North Douglas Street; and,
- (5) The east-west alleys in Blocks 1, 3, 4, 9 and 10 and that portion in Block 2 between Lots 3, 4, 5, 6, 7 and 8, all in Lower St. Paul.

City of St. Paul, Minnesota

September 11, 1962

Page 2

This supplement to said lease shall run concurrently and terminate with said original lease dated March 1, 1962.

If this is satisfactory will you please indicate your acceptance in the space provided below and return one copy of this letter, which is sent in duplicate, for our files.

CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

By

J. B. Field
General Land Agent

Form, approved:

Waymond E. Skon
Law Department

ACCEPTED:

CITY OF ST. PAUL, MINNESOTA

By

Ed. J. J. J.
MayorWilliam R. R.
Commissioner of Public Works

ATTEST:

Cynthia H. O'Connell
City ClerkJoe H. H.
Comptroller

APPROVED:

Robert E. Faricy
ASST. CORP. COUNSEL

Approved as to form and execution

this 17 day of Sept 1962

Robert E. Faricy
Asst. Corporation Counsel

Original of this instrument fully
executed and approved on file in
Real Estate and Tax Department.

October 8, 1962

Mr. Joseph J. Mitchell
City Comptroller
City of Saint Paul

Dear Sir:

Transmitted herewith for your files is a fully executed copy of an agreement between the City of Saint Paul and the Chicago, Burlington & Quincy Railroad, dated March 1, 1962, relating to the City's request to use the above railroad's property for sanitary land fill purposes. This agreement was erroneously sent to the Sanitation Bureau by the railroad which caused the delay in transmitting this agreement to your department.

Yours very truly,

Eugene V. Avery

Eugene V. Avery
Chief Engineer

EVA/jv
Attach: 1
cc: Clyde Tester



CITY OF SAINT PAUL

OFFICE OF THE MAYOR

00923
NOTED

LAWRENCE D. COHEN
MAYOR

September 30, 1974

The Chicago, Burlington and
Quincy Railroad Company
Dayton's Bluff, Minnesota

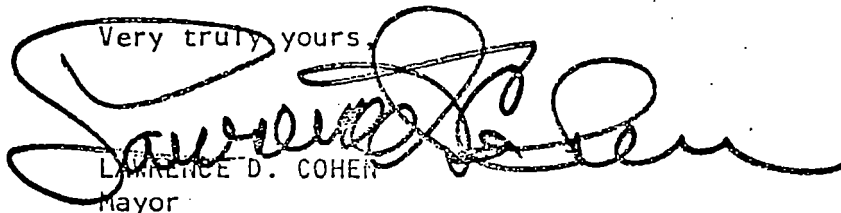
Attention: Superintendent of Terminals

Gentlemen:

The City of Saint Paul and the Chicago, Burlington and Quincy Railroad Company have entered into a certain Agreement, dated the 1st day of March, 1962, whereby the City obtained the right to use a portion of the Railroad property for sanitary landfill purposes, which Agreement permits the termination thereof by the giving of thirty (30) days written notice thereof to the other party. For your information I am attaching a copy of this Agreement. The Agreement was further modified by a letter Agreement of September 11, 1962, a copy of which is attached.

In accordance with the terms of our Agreement and pursuant to the authority granted to me by the Saint Paul City Council, I hereby notify you that the City of Saint Paul does hereby terminate the above-referenced lease Agreement thirty (30) days from and after the date of this notice. The City of Saint Paul is no longer operating a sanitary landfill on this property. I wish to thank you for your cooperation in the past and in the future.

Very truly yours,



LAWRENCE D. COHEN
Mayor

Encls.

cc: Frank Marzitelli, City Administrator
Daniel Dunford, Dir., Department of Public Works
Robert Trudeau, Dir., Department of Finance

CHICAGO, MILWAUKEE, ST PAUL AND PACIFIC RR.
PIG'S EYE LANDFILL RENT

- ① LETTER FROM SEGAL RETURNING RESOLUTIONS, LETTER ORDERS
- ② BILL DTD 7-1-74 FROM RR FOR RENT
(WHAT DOES 1973 TAX REFER TO)
- ③ LETTER FROM DTD TO RSD REQUESTING CANCELLATION OF LEASE (DTD 7-24-73)
- ④ LETTER FROM FDM TO DTD OK'ING TERMINATION
- ⑤ COUNCIL RESOLUTION TO TERMINATE + TERMINATION OF AGREEMENT FORMS - BOTH UNEXECUTED
- ⑥ LETTER FROM LDC TO CLEORA C. WHEELER TERMINATING LEASE AGREEMENT - UNSIGNED, UNSENT DTD 1--74
- ⑦ LETTER FROM LDC TO C, B & Q RR TERMINATING LEASE AGREEMENT - UNSIGNED, UNSENT (\$/YR RENT)
- ⑧ LETTER FROM LDC TO P.A. TERMINATING LEASE AGREEMENT, UNSIGNED, UNSENT DTD 1-74
- ⑨ LETTER TO DTD FROM JJS RETURNING MATERIALS & GIVING INSTRUCTIONS CONCERNING TERMINATION
- ⑩ LETTER FROM DTD TO RSD REQUESTING TERMINATION OF LEASES W/ MAP

(11) Auditor's Map Numbers, Lot & Bk No's

(12) Agreement Between City and Minn. Dept of Game
Union DTD 4-68 w/ ROW Permit DTD 10-49

(13) Letter from Shepard to Mitchell RE: ROW

(14) Agreement Between City and Port Authority for
\$1/990 DTD 3-67

(15) Agreement Between City and Gloria C. Wheeler
for \$1/annum DTD 7-68

(16) Letter from Avery to Mitchell, transmitting an
agreement for vacation requested by CBS & RA
DTD 9-62

(17) Agreement Between City and Burlington-Norfolk
RR for \$1/YR